

Honorable Thomas S. Zilly

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

VALVE, L.L.C., a Washington limited liability
company,

Plaintiff,

v.

SIERRA ENTERTAINMENT, INC., (aka
SIERRA ON-LINE, INC.),

Defendant.

No. CV02-1683

DECLARATION OF ROBERT J.
CARLSON IN SUPPORT OF
SIERRA'S MOTION FOR
PROTECTIVE ORDER

Noted on Motion Calendar:

August 25, 2003

Robert J. Carlson declares as follows:

1. I am an attorney for Sierra Entertainment, Inc. ("Sierra") in the above-captioned matter, and I make this declaration upon my personal knowledge and in support of Sierra's Motion for Protective Order.

2. Attached to this Declaration as Exhibit A is a true and correct copy of Valve's Deposition Notice propounded pursuant to Fed.R.Civ.P 30(b)(6), wherein Valve seeks to take the deposition of a Sierra corporate representative knowledgeable regarding "Asian Media Development Group."

3. Attached to this Declaration as Exhibits B and C, respectively, are true and correct copies of Valve's written discovery requests, including Interrogatories propounded

1 pursuant to Fed.R.Civ.P. 33 and Request for Production propounded pursuant to
2 Fed.R.Civ.P. 34.

3 4. Asian Media Development Group ("AMDG") is located and does business in
4 the Philippines. AMDG is Sierra's exclusive software distributor in the Philippines.

5 5. Attached to this Declaration as Exhibit D is a true and correct copy of a
6 printout from Valve's website describing the "Valve STEAM" program. STEAM is an online
7 technology recently launched by Valve. Valve describes STEAM as a "new broadband
8 platform for direct software delivery . . ." which enables users to buy Valve games over the
9 internet, bypassing the need for a tangible, CD-Rom version of the game. Valve's launch of
10 STEAM places it directly in a competition with Sierra in the sale and distribution of Valve
11 gaming software to third-parties, including cybercafés.

12 6. Despite numerous telephone conferences and exchanges of correspondence, I
13 have not been able to reach agreement with Valve's counsel concerning an appropriate scope
14 of discovery in this litigation. Sierra has fully responded to Valve's discovery concerning
15 Sierra's activities and licensing cybercafés which are located within the U.S., and will
16 supplement those responses in accordance with the Rules.

17 7. Valve's counsel continued to insist on responses to discovery as to cybercafés
18 located outside U.S. Sierra agreed to Valve's proposed compromise, which was to produce
19 U.S.-based documents in its possession or control related to the licensing of cybercafés in
20 foreign countries.

21 8. Valve has now identified the Philippine entity, AMDG, which is licensed by
22 one of Sierra's corporate affiliates to distribute a Valve game at retail, and to distribute certain
23 other non-Valve games to cybercafés. Valve believes it has evidence that AMDG is, in fact,
24 distributing the Valve game *Counter Strike* to Philippine cybercafés, and as a result, is again
25 demanding documentation and discovery responses as to non-U.S.-based documents and
26 activities concerning foreign cybercafés. Accordingly, Sierra seeks the Court's Protective
27 Order.

1 I declare under penalty of perjury that the foregoing is true and correct.

2 Dated this 14th day of August, 2003, at Seattle, Washington.

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4
5 s/ Robert J. Carlson
Robert J. Carlson
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Exhibit A

TO

**Declaration of
Robert J. Carlson**

HONORABLE THOMAS S. ZILLY

ORIGINAL

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

VALVE, L.L.C., a Washington limited liability
company,

Plaintiff,

v.

SIERRA ENTERTAINMENT, INC. (AKA
SIERRA ON-LINE, INC.), a Delaware
corporation,

Defendant.

Civil Action No. C02-1683Z

NOTICE OF DEPOSITION OF SIERRA
ENTERTAINMENT, INC. PURSUANT
TO 30(b)(6) REGARDING ASIAN
MEDIA DEVELOPMENT GROUP

TO: SIERRA ENTERTAINMENT, INC. (AKA SIERRA ON-LINE, INC.), a Delaware
corporation,

AND TO: ROBERT J. CARLSON and CHRISTENSEN O'CONNOR JOHNSON &
KINDNESS, Attorneys for Defendant Sierra Entertainment, Inc., aka Sierra On-Line,
Inc.

Pursuant to Federal Rules of Civil Procedure 30(b)(6), the testimony by oral examination of
Sierra Entertainment, Inc. ("Sierra") will be taken on behalf of defendants before a notary public at

NOTICE OF 30(b)(6) DEPOSITION. - 1

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PRESTON GATES & ELLIS LLP
925 FOURTH AVENUE
SUITE 2900
SEATTLE, WASHINGTON 98104-1158
TELEPHONE: (206) 623-7580
FACSIMILE: (206) 623-7022

1 the offices of Preston Gates & Ellis, LLP, 925 Fourth Avenue, Suite 2900, Seattle Washington
2 98104, on Monday, August 18, 2003, commencing at 9:00 a.m. This deposition is subject to
3 continuance or adjournment as to time and place until completed.

4 For the purposes of this Notice, the following terms have the following meaning:

5 1. "You" and "your" shall refer to and include the party to whom this notice is directed,
6 its attorneys, agents, investigators, accountants, and employees.

7 2. "Person" shall include any individual, corporation, partnership, association, or any
8 other entity of any kind.

9 3. "Document" means any paper, agreement, note, book, photograph, ledger, pamphlet,
10 periodical, letter, report, memoranda, notation, message, telegram, cable, record, study, working
11 paper, chart, graph, index, tape, minutes, minute book, contract, lease, invoice, record of purchase or
12 sale, correspondence, correspondence files, transcriptions or tapings of telephone or personal
13 conversations or conferences, pleadings, or any and all other written, printed, typed, taped, filmed, or
14 graphic matter, however produced or reproduced, in both draft and final form.

15 4. "Valve games" refers to the following games: Half-Life, CounterStrike, Team
16 Fortress Classic, Opposing Force, Blue Shift, Gunman Chronicles, Ricochet and Deathmatch
17 Classic, and includes any instances in which these products are packaged, bundled, sold or otherwise
18 included with other Valve products or non-Valve products.

19 5. "Sierra" means Sierra Entertainment Inc. (aka Sierra Online) and its related corporate
20 entities, including Vivendi, Vivendi Universal Games, Vivendi Interactive, and Havas Interactive,
21 and all foreign offices of these entities.

22 Pursuant to Civil Rule 30(b)(6), you shall designate a corporate representative to testify about
23 the following subject matter:

- 24 1. Asian Media Development Group's ("AMDG's") activities relating to Valve games,
25 specifically in regard to its distribution, license or use of Valve games to or in
26 cybercafes.

2. Sierra and AMDG's historic and current relationship, including, but not limited to, whether AMDG is Sierra's agent.
3. The negotiation history of the International Distributor Agreements [produced as SIERRA 000531-64].
4. The purpose, intent, and implementation (to date) of the International Distributor Agreements [produced as SIERRA 000531-64].
5. The calculation and payment of royalties, licensing fees, or any other payment made by AMDG to Sierra over the course of AMDG's and Sierra's relationship.
6. Sierra's involvement with or participation in (a) any and all cybercafe promotional activities (including but not limited to gaming tournaments), (b) cybercafe owner/operator/user informational sessions, or (c) cybercafe educational seminars, in association or with the participation or involvement of AMDG.
7. Sierra's knowledge, involvement with or participation in any hearings or other investigations conducted by any Philippine governmental authority. Specifically, this category pertains, but is not limited to, hearings that were held on March 19, 2003
See <http://www.congress.gov.ph/committees/commnews_det.php?newsid=735> and/or May 14, 2003
See <http://www.congress.gov.ph/committees/commnews_det.php?newsid=782>. This category also pertains to any upcoming hearings or investigations.
8. AMDG's purported piracy enforcement actions that it has taken or plans to take in regard to Valve games.
9. Any knowledge of or participation by Sierra in changes made to AMDG's website, promotional materials, licensing materials or the like, related to Valve Products and/or the relationship between AMDG and Sierra. Specifically, this category pertains, but is not limited to, such changes as have been made by AMDG after June 1, 2003.
10. Any knowledge of or participation by Sierra in actions undertaken by AMDG in light of Valve's letter dated July 24, 2003. See Attachment A hereto. Specifically, this category pertains, but is not limited to, any advice supplied by Sierra to AMDG in this regard.
11. The nature, extent, and location of Documents related to the above categories.

1
2
3 DATED this 6th day of August, 2003.

4 PRESTON GATES & ELLIS LLP
5 925 Fourth Avenue
6 Suite 2900
7 Seattle, WA 98104
8 (206) 623-7580

9 By: 

Karl J. Quackenbush, WSBA #9602

Jason P. Holtman, WSBA #28233

Kristin J. Boraas, WSBA #32015

Attorneys for Plaintiff VALVE, L.L.C.

Preston|Gates|Ellis LLP

Exhibit A

July 24, 2003

VIA FACSIMILE, EMAIL, AND FEDERAL EXPRESS

Arturo B. Diago, Jr., President
Jose Gerardo B. Castro, VP Marketing and Operations

Asian Media Development Group
2/F Jannov Plaza
2295 Don Chino Rocas Avenue
Makati City

Phone 911-AMDG (2634)
Fax 757-5004
Email: helpdesk@amdg.net.ph

Re: *Unauthorized Licensing of Valve Games for Use in Cybercafés*

Dear Messrs. Diago and Castro:

We represent Valve Corporation ("Valve"). This letter is a formal demand that Asian Media Development Group ("AMDG") immediately cease and desist from licensing and distribution activities associated with Valve products, particularly Half Life: Counter-Strike that are related to those products' use in cybercafes, which are also known as network gaming centers. AMDG has no right to distribute or license Valve products for use in cybercafes.

Valve asked Vivendi Universal Games, Inc.'s ("Vivendi") whether it has authorized your conduct in this regard. By way of answer, Vivendi represented to Valve that if any entity was currently purporting to offer Valve games to cybercafés for leased time play, it is without authority from Vivendi. This would appear to be contrary to Valve products that we believe AMDG was responsible for distributing/licensing in the Philippines, which came in jewel cases marked:

HL: Counter-Strike
For Philippine Cyber Café Use Only
Sierra Entertainment

Further, AMDG recently had on its website the following advertisement, which advertises the availability of site licenses for Counter-Strike from AMDG:

AMDG offers Commercial Site Licenses for Blizzard & Sierra Games!

Network Gaming Centers may now enjoy playing Vivendi Universal Games legitimately. AMDG now offers a promotional Commercial Site Licenses STARTER PACK for Blizzard & Sierra award winning games. Included in this package are the new hit games "Warcraft III: Reign of Chaos" and the phenomenal "Half-Life: Counter Strike".

Along with these FREE titles "Aliens vs. Predator", "Empire Earth", "Diablo II" and "StarCraft".

A LAW FIRM

A LIMITED LIABILITY PARTNERSHIP INCLUDING OTHER LIMITED LIABILITY ENTITIES

925 FOURTH AVENUE SUITE 2900 SEATTLE, WA 98104-1158 TEL: (206) 623-7580 FAX: (206) 623-7022 www.prestongates.com
Anchorage Coeur d'Alene Hong Kong Orange County Portland San Francisco Seattle Spokane Washington, DC

July 24, 2003
Page 2

Take advantage of this super offer now! Call AMDG at 757-5000 or 911-AMDG for inquiries.

Given this evidence, we assume that AMDG is acting for Vivendi in regard to distributing or licensing Valve products for use in cybercafes or that it otherwise has authority or permission from Vivendi to do so. Although Vivendi appears to deny it, if you believe that AMDG has the right to offer Valve games to cybercafés for leased time play, please provide us with proof.

You should know that Vivendi is Valve's distributor for "Retail Packaged Product" versions of Counter-Strike and other Valve games as set forth in Valve's publishing agreement with Vivendi. While it is possible that Vivendi may have licensed AMDG to distribute Counter-Strike as Retail Packaged Product, this is not the same right as licensing or distributing Valve products for use in cybercafes.

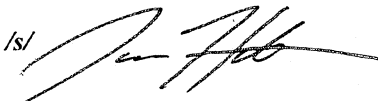
Valve has filed a lawsuit against Vivendi for distributing/licensing Valve products for use in cybercafes worldwide and Vivendi has denied such allegations. ***Please be aware that we are making no claim or demand in regard to Vivendi's other products that AMDG appears to have a license for: Diablo II, Starcraft, Alien v. Predator II, Empire Earth, and WarCraft III.*** This concerns only AMDG's distribution and licensing of Valve products such as Counter-Strike for use in cybercafes.

As this matter is of great urgency, please confirm that AMDG will immediately cease licensing and distributing Valve products for use in cybercafes before the end of business in the Philippines, July 26, 2003. Please also provide us with any proof that you believe gave AMDG the right to "offer promotional Commercial Site Licenses" for Counter-Strike as you recently advertised on your website.

I can be contacted directly at (206) 370-8397 or jasonh@prestongates.com. Due to the 15 hour time/date difference, email may be a more efficient means of communication. However, if you wish to telephone me, I am usually in the office from 8:00 am – 6:00 pm (Pacific Time) and intend to be in the office for the next few hours tonight. Thank you for your attention to this matter.

Very truly yours,

PRESTON GATES & ELLIS LLP

/s/ 
By
Jason P. Holtman

JPH:kjb

cc: Valve
Robert Carlson (attorney for Vivendi Universal Games)

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Exhibit B

TO

**Declaration of
Robert J. Carlson**

HONORABLE THOMAS S. ZILLY

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

VALVE, L.L.C., a Washington limited liability
company,

Plaintiff,

v.

SIERRA ENTERTAINMENT, INC. (AKA
SIERRA ON-LINE, INC.), a Delaware
corporation,

Defendant.

Civil Action No. C02-1683Z

PLAINTIFF'S FIRST SET OF
INTERROGATORIES TO
DEFENDANT SIERRA
ENTERTAINMENT, INC.

TO: SIERRA ENTERTAINMENT, INC. (AKA SIERRA ON-LINE, INC.), a Delaware
corporation,

AND TO: ROBERT J. CARLSON and CHRISTENSEN O'CONNOR JOHNSON &
KINDNESS, Attorneys for Defendant Sierra Entertainment, Inc., aka Sierra On-Line,
Inc.

Pursuant to Federal Rules of Civil Procedure 26 and 33, Plaintiff Valve L.L.C. ("Valve")
requests Defendant Sierra Entertainment, Inc., aka Sierra On-Line, Inc. ("Sierra") to answer each of

PLAINTIFF'S FIRST SET OF
INTERROGATORIES TO DEFENDANT SIERRA
ENTERTAINMENT, INC. - 1

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PRESTON GATES & ELLIS LLP
925 FOURTH AVENUE
SUITE 2900
SEATTLE, WASHINGTON 98104-1158
TELEPHONE: (206) 623-7580
FACSIMILE: (206) 623-7022

1 the following interrogatories separately and fully, in writing and under oath, and to serve a copy of
2 those answers upon the undersigned counsel at the offices of Preston Gates & Ellis LLP, 925 Fourth
3 Avenue, Suite 2900, Seattle, WA 98104, within thirty (30) days after service hereof. These
4 discovery requests are intended as continuing, requiring you to supplement your answers, setting
5 forth any information within the scope of these discovery requests that may be acquired by you or by
6 your employees, agents, attorneys or representatives subsequent to your original answers and
7 responses, all as required by Federal Rules of Civil Procedure 26 and 33.

8 INSTRUCTIONS AND DEFINITIONS

9 1. These interrogatories call for information (including any information contained in or
10 on any document or thing) that is known or available to Sierra, or in its possession, custody, or
11 control, including all information known or available to, or in the possession, custody, or control of,
12 Sierra's attorneys, agents, representatives, investigators, or any other person acting on behalf of
13 Sierra or under the direction or control of Sierra, or its attorneys or agents.

14 2. If Sierra cannot answer any interrogatory fully and completely after exercising due
15 diligence to make inquiry and secure the information necessary to do so, please so state and answer
16 each such interrogatory to the full extent possible, specify the portion of such interrogatory Sierra
17 claims it is unable to answer fully and completely, state the facts upon which Sierra relies to support
18 its contention that it is unable to answer that interrogatory fully and completely, and state what
19 knowledge, information and belief that Sierra has concerning the unanswered portion of each such
20 interrogatory.

21 3. If Sierra withholds information responsive, in whole or in part, to any Interrogatory
22 on any basis, please identify: (a) any privilege or immunity from discovery asserted; (b) all
23 documents or things which contain or refer to the information; (c) all individuals having knowledge
24 of the information; (d) the subject matter and general nature of the information; and (e) all facts
25 which are alleged to support the assertion of privilege or immunity.
26

1 4. The following definitions apply to these interrogatories:

2 (1) The words "you" and "yours" refer to the party to whom these requests for
3 production of documents are propounded, and to his, her, or its agents, attorneys, representatives and
4 employees.

5 (2) The word "person" includes the plural as well as the singular, and includes
6 any person, firm, association, partnership, corporation, or other form of legal entity, unless the
7 context indicates otherwise.

8 (3) Whenever you are asked the "identity of" or to "identify" any person or
9 representative, state the person's (a) name; (b) last known business address and telephone number;
10 and (c) last known residence address and telephone number.

11 (4) The word "document" means all written or printed materials (handwritten,
12 typed, or otherwise reproduced) and includes any materials in digital form.

13 (5) "Relate" or "relate to" means referring, regarding, or pertaining, in any
14 manner whatsoever, in whole or in part, directly or indirectly, implicitly or explicitly.

15 (6) "Valve products" refers to the following Valve games: Half-Life,
16 CounterStrike, Team Fortress Classic, Opposing Force, Blue Shift, Gunman Chronicles, Ricochet
17 and Deathmatch Classic, and includes any instances in which these products are packaged, bundled,
18 sold or otherwise included with other Valve products or non-Valve products.

19 (7) "Cybercafés" refers to all establishments in which computer stations are made
20 available for use whereby customers may access and play computer games such as, but not limited
21 to, Valve products.

22 (8) "Licensing Agents" refers to any organization or individual who is authorized
23 by Sierra, or otherwise acting on its behalf, to enter into licensing or sales agreements involving
24 Valve products.

1 (9) "CD Key" refers to the unique product identification key used to authenticate
2 and enable a Valve product.

3 (9) "Valve" refers to plaintiff Valve, L.L.C.

4 (10) "Sierra" refers to defendant Sierra Entertainment Inc., aka Sierra On-Line,
5 Inc., its parent corporations, subsidiaries and/or affiliates.

6 **INTERROGATORIES**

7 **INTERROGATORY NO. 1.** Identify current and former Sierra employees that are responsible for
8 or involved in the licensing, distribution or sale of Valve products to Cybercafés, and identify
9 whether such persons are currently employed by Sierra.

10 **RESPONSE:**

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14 **INTERROGATORY NO. 2.** Identify all existing licenses between Sierra or its Licensing Agents
15 and Cybercafés by:

- 16 (a) license;
17 (b) licensee;
18 (c) address of the Cybercafé(s);
19 (d) number of seats licensed by the Cybercafé(s);
20 (e) licensing payment received from the Cybercafé(s);
21 (f) date license was entered into;
22 (g) whether the license is still in effect;
23 (h) any Valve products included in the license;
24 (i) term of the license;
25 (j) any non-Valve products included in the license;
26

1 (k) any CD Keys provided to the Cybercafé(s).

2 **RESPONSE:**

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6 **INTERROGATORY NO. 3.** Identify all revenue received by Sierra for the license, distribution or
7 sale of products to Cybercafés in which a Valve product was included.

8 **RESPONSE:**

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12 **INTERROGATORY NO. 4.** Identify all royalties paid to Valve on the revenue identified in
13 Interrogatory No. 3 for the license, distribution or sale of Valve products to Cybercafés.

14 **RESPONSE:**

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18 **INTERROGATORY NO. 5.** Identify all current and former Licensing Agents authorized by Sierra
19 to license Valve products to Cybercafés by:

- 20 (a) name;
- 21 (b) contact person;
- 22 (c) effective date and length of the authorization;
- 23 (d) terms of the authorization;
- 24 (e) any sublicenses entered into;
- 25 (f) the territory each Licensing Agent was permitted to distribute in;
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- 1 (e) any form of exclusivity granted to such Licensing Agents; and
2 (g) whether authorization is still in effect.
3

4 **RESPONSE:**
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7 **INTERROGATORY NO. 6.** Identify all manufacturers and products other than Valve and Valve
8 products for which Sierra licenses products to Cybercafés.
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10 **RESPONSE:**
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object

13 **INTERROGATORY NO. 7.** Identify all persons likely to have discoverable information Sierra
14 may use to support its claims or defenses.
15

16 **RESPONSE:**
17
18

DATED this 10th day of April, 2003.

19 PRESTON GATES & ELLIS LLP
20 925 Fourth Avenue
21 Suite 2900
22 Seattle, WA 98104
(206) 623-7580

23 By: 

24 Karl J. Quackenbush, WSBA #9602

25 Jason P. Holtman, WSBA #28233

26 Kristin J. Boraas, WSBA #32015

Attorneys for Plaintiff VALVE, L.L.C.

RESPONSES TO PLAINTIFF'S FIRST SET OF INTERROGATORIES TO DEFENDANT
SIERRA ENTERTAINMENT, INC. DATED this _____ day of
_____, 2003.

CHRISTENSEN O'CONNOR JOHNSON KINDNESS ^{PLLC}
1420 Fifth Avenue
Suite 2800
Seattle, WA 98101-2347
(206) 682-8100

By: _____
 F. Ross Boundy, WSBA #403
 Robert J. Carlson, WSBA #18455
 Mark P. Walters, WSBA #30819
 Attorneys for Defendant SIERRA ENTERTAINMENT, INC.

The undersigned, being first duly sworn, declares that he/she is the _____ of Sierra Entertainment, Inc., aka Sierra On-Line, Inc., and authorized to sign on behalf of said company, has read the foregoing Responses to Plaintiff's First Set of Interrogatories to Defendant Sierra Entertainment, Inc., knows the contents thereof, and believes the same to be true and correct.

By: _____
[Printed Name] _____
Its: _____

CERTIFICATION

The undersigned attorney for defendant Sierra Entertainment, Inc., aka Sierra On-Line, Inc., has read the foregoing Plaintiff's First Set of Interrogatories to Defendant Sierra Entertainment, Inc. and Responses thereto and are in compliance with CR 26(g).

CHRISTENSEN O'CONNOR JOHNSON KINDNESS ^{PLLC}
1420 Fifth Avenue
Suite 2800
Seattle, WA 98101-2347
(206) 682-8100

By: _____

F. Ross Boundy, WSBA #403

Robert J. Carlson, WSBA #18455

Mark P. Walters, WSBA #30819

Attorneys for Defendant SIERRA ENTERTAINMENT, INC.

Exhibit C

TO

**Declaration of
Robert J. Carlson**

HONORABLE THOMAS S. ZILLY

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

VALVE, L.L.C., a Washington limited liability
company,

Plaintiff,

v.

SIERRA ENTERTAINMENT, INC. (AKA
SIERRA ON-LINE, INC.), a Delaware
corporation,

Defendant.

Civil Action No. C02-1683Z

PLAINTIFF'S FIRST SET OF
REQUESTS FOR PRODUCTION OF
DOCUMENTS TO DEFENDANT
SIERRA ENTERTAINMENT, INC.

TO: SIERRA ENTERTAINMENT, INC. (AKA SIERRA ON-LINE, INC.), a Delaware
corporation,

AND TO: ROBERT J. CARLSON and CHRISTENSEN O'CONNOR JOHNSON &
KINDNESS, Attorneys for Defendant Sierra Entertainment, Inc., aka Sierra On-Line,
Inc.

Pursuant to Federal Rules of Civil Procedure 26 and 34, the following requests for production
of documents are propounded by plaintiff, Valve, L.L.C. ("Valve"), to be answered by defendant

PLAINTIFF'S FIRST SET OF REQUESTS FOR
PRODUCTION OF DOCUMENTS TO
DEFENDANT SIERRA ENTERTAINMENT, INC. -

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PRESTON GATES & ELLIS LLP
925 FOURTH AVENUE
SUITE 2900
SEATTLE, WASHINGTON 98104-1158
TELEPHONE: (206) 623-7580
FACSIMILE: (206) 623-7022

Sierra Entertainment, Inc., aka Sierra On-Line, Inc. ("Sierra"), fully and separately in writing, under oath, and in accordance with the above-cited rule. Defendant shall serve a copy of its responses on the attorneys for plaintiff within thirty (30) days of service. These requests are intended to be continuing in nature so as to require the addition of supplemental information under the terms and conditions set forth in Rule 26(e).

INSTRUCTIONS AND DEFINITIONS

A. In responding to the following requests for production of documents, you are required to furnish such information as is available to you, including information in the possession of your investigators, employees, agents, representatives, guardians, attorneys, investigators for your attorneys, or any other person or persons acting on your behalf.

B. If you cannot fully produce the documents requested below after exercising due diligence to secure the documents necessary, respond to the extent possible, specify which portion of the request for production of documents to which you are unable fully to respond, state the facts upon which you base your contention that you are unable fully to respond to such portion, and state what knowledge, information, or belief you have concerning such portion.

C. Pursuant to the Rules, all documents requested are to be produced at the offices of Preston Gates & Ellis LLP, 925 Fourth Avenue, Suite 2900, Seattle, Washington 98104 and permit the inspection, copying, and photographing of each document, or at such other place as may be agreed by counsel.

The following instructions and definitions apply to these requests for production of documents:

(1) The words "you" and "yours" refer to the party to whom these requests for production of documents are propounded, and to his, her, or its agents, representatives and employees.

1 (2) The word “person” includes the plural as well as the singular, and includes
2 any person, firm, association, partnership, corporation, or other form of legal entity, unless the
3 context indicates otherwise.

4 (3) Whenever you are asked the “identity of” or to “identify” any person or
5 representative, state the person’s (a) name; (b) last known business address and telephone number;
6 and (c) last known residence address and telephone number.

7 (4) The word “document” means all written or printed materials (handwritten,
8 typed, or otherwise reproduced) and includes any materials in digital form.

9 (5) “Relate” or “relate to” means referring, regarding, or pertaining, in any
10 manner whatsoever, in whole or in part, directly or indirectly, implicitly or explicitly.

11 (6) “Valve products” refers to the following Valve games: Half-Life,
12 CounterStrike, Team Fortress Classic, Opposing Force, Blue Shift, Gunman Chronicles, Ricochet
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16 available for use whereby customers may access and play computer games such as, but not limited
17 to, Valve products.

18 (8) “Licensing Agents” refers to any organization or individual who is authorized
19 by Sierra, or otherwise acting on its behalf, to enter into licensing or sales agreements involving
20 Valve products.

21 (9) “Valve” refers to plaintiff Valve, L.L.C.

22 (10) “Sierra” refers to defendant Sierra Entertainment Inc., aka Sierra On-Line,
23 Inc., its parent corporations, subsidiaries and/or affiliates.
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REQUESTS FOR PRODUCTION OF DOCUMENTS

REQUEST FOR PRODUCTION NO. 1. Any documents that refer or relate to the license, distribution or sale of Valve products to Cybercafés by Sierra or its Licensing Agents.

RESPONSE:

REQUEST FOR PRODUCTION NO. 2. Any documents that refer or relate to any revenue received by Sierra with regard to the license, distribution or sale of Valve products to Cybercafés by Sierra or its Licensing Agents.

RESPONSE:

REQUEST FOR PRODUCTION NO. 3. Any documents that refer or relate to royalties paid to Valve by Sierra on the revenue referenced in Request for Production No. 2.

RESPONSE:

REQUEST FOR PRODUCTION NO. 4. Any documents that refer or relate to the calculation of royalties paid to Valve by Sierra referenced in Request for Production No. 3, including, but not limited to, any documents describing the methodology of such calculations.

RESPONSE:

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2
3 **REQUEST FOR PRODUCTION NO. 5.** Any documents that refer or relate to agreements or
4 contracts between Sierra and its Licensing Agents for the license, distribution or sale of Valve
5 products to Cybercafés.

6 **RESPONSE:**
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10 **REQUEST FOR PRODUCTION NO. 6.** Any documents that refer or relate to end-user license
11 agreements provided to Cybercafés for Valve products by either Sierra or its Licensing Agents.

12 **RESPONSE:**
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16 **REQUEST FOR PRODUCTION NO. 7.** Any documents that refer or relate to payments to Sierra
17 from its Licensing Agents for the license, distribution or sale of Valve products to Cybercafés.

18 **RESPONSE:**
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22 **REQUEST FOR PRODUCTION NO. 8.** Any documents that refer or relate to communications
23 regarding the license, distribution or sale of Valve products to Cybercafés, including, but not limited
24 to, communications between Sierra and its Licensing Agents and between Sierra and Cybercafés.

25 **RESPONSE:**
26

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4 **REQUEST FOR PRODUCTION NO. 9.** Any documents that refer or relate to agreements or
5 contracts between Sierra's Licensing Agents and Cybercafés regarding the license, distribution or
6 sale of Valve products.

7 **RESPONSE:**
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11 **REQUEST FOR PRODUCTION NO. 10.** Any documents that refer or relate to communications
12 between Sierra's Licensing Agents and Cybercafés regarding the license, distribution or sale of
13 Valve products.

14 **RESPONSE:**
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18 **REQUEST FOR PRODUCTION NO. 11.** Any documents that refer or relate to agreements or
19 contracts between Sierra and third parties relating to the license, distribution or sale to Cybercafés of
20 gaming software other than Valve products.

21 **RESPONSE:**
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1 **REQUEST FOR PRODUCTION NO. 12.** Any documents that refer or relate to communications
2 between Sierra and Valve regarding the license, distribution or sale of Valve products to Cybercafés,
3 including communications concerning the payment of royalties for such license, distribution or sale.

4 **RESPONSE:**
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8 **REQUEST FOR PRODUCTION NO. 13.** Any documents which refer or relate to marketing
9 materials or efforts by Sierra or its Licensing Agents to license, distribute or sell Valve products to
10 Cybercafés.

11 **RESPONSE:**
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15 **REQUEST FOR PRODUCTION NO. 14.** Any documents that refer or relate to communications
16 between or among Sierra, its Licensing Agents, and third parties regarding marketing efforts by
17 Sierra or its Licensing Agents for the sale, distribution or license or potential sale, distribution or
18 license of Valve products to Cybercafés.

19 **RESPONSE:**
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23 **REQUEST FOR PRODUCTION NO. 15.** Any documents that refer or relate to communications
24 within Sierra or between or among Sierra employees regarding marketing efforts by Sierra or its
25
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1 Licensing Agents for the sale, distribution or license or potential sale, distribution or license of
2 Valve products to Cybercafés.

3 **RESPONSE:**
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7 **REQUEST FOR PRODUCTION NO. 16.** Any documents that refer or relate to Sierra's business
8 plans, business projections or financial statements regarding Cybercafés.

9 **RESPONSE:**
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13 **REQUEST FOR PRODUCTION NO. 17.** Any documents that refer or relate to Sierra employees'
14 involvement in the license, distribution or sale of Valve products to Cybercafés, whether by Sierra
15 directly or through its Licensing Agents.

16 **RESPONSE:**
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20 **REQUEST FOR PRODUCTION NO. 18.** Any documents that refer or relate to governmental
21 bodies' or regulatory entities' involvement in the licensing, distribution or sale or potential licensing,
22 distribution or sale of Valve products to Cybercafés.

23 **RESPONSE:**
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1
2 **REQUEST FOR PRODUCTION NO. 19.** Any documents that refer or relate to communications
3 between or among Sierra, its Licensing Agents, and any government bodies or regulatory entities,
4 identified in Request for Production No. 18, that involve the license, distribution or sale or potential
5 license, distribution or sale of Valve products to Cybercafés.

6 **RESPONSE:**
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10 **REQUEST FOR PRODUCTION NO. 20.** Any documents that refer or relate to the manufacture
11 and/or replication of the Valve products that are licensed, distributed or sold to Cybercafés by Sierra
12 or its Licensing Agents.

13 **RESPONSE:**
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17 **REQUEST FOR PRODUCTION NO. 21.** Any documents that refer or relate to Sierra or its
18 Licensing Agents' monitoring or policing of Cybercafés, including documents regarding legal
19 actions.

20 **RESPONSE:**
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1 **REQUEST FOR PRODUCTION NO. 22.** Any documents that Sierra may use to support its
2 claims or defenses.

3 **RESPONSE:**
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7 **REQUEST FOR PRODUCTION NO. 23.** Any documents that refer or relate to any insurance
8 agreement that may be liable to satisfy all or part of a judgment in this action, either directly or by
9 reimbursement.

10 **RESPONSE:**
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12
13

14 DATED this 10th day of April, 2003.

15 PRESTON GATES & ELLIS LLP
16 925 Fourth Avenue
17 Suite 2900
18 Seattle, WA 98104
19 (206) 623-7580

20 By: 

21 Karl J. Quackenbush, WSBA #9602
22 Jason P. Holtman, WSBA #28233
23 Kristin J. Boraas, WSBA #32015
24 Attorneys for Plaintiff VALVE, L.L.C.
25
26

PLAINTIFF'S FIRST SET OF REQUESTS FOR
PRODUCTION OF DOCUMENTS TO
DEFENDANT SIERRA ENTERTAINMENT, INC. -

10

K:\36063\00014\KJB\KJB_P20BS

PRESTON GATES & ELLIS LLP
925 FOURTH AVENUE
SUITE 2900
SEATTLE, WASHINGTON 98104-1158
TELEPHONE: (206) 623-7580
FACSIMILE: (206) 623-7022

1 RESPONSES TO PLAINTIFF'S FIRST SET OF REQUESTS FOR PRODUCTION OF
2 DOCUMENTS TO DEFENDANT SIERRA ENTERTAINMENT, INC. DATED this _____ day of
_____, 2003.

3 CHRISTENSEN O'CONNOR JOHNSON KINDNESS ^{PLLC}
4 1420 Fifth Avenue
5 Suite 2800
6 Seattle, WA 98101-2347
7 (206) 682-8100

8 By: _____
9 F. Ross Boundy, WSBA #403
10 Robert J. Carlson, WSBA #18455
11 Mark P. Walters, WSBA #30819
12 Attorneys for Defendant SIERRA ENTERTAINMENT, INC.

13 The undersigned, being first duly sworn, declares that he/she is the _____
14 of Sierra Entertainment, Inc., aka Sierra On-Line, Inc., and authorized to sign on behalf of said
15 company, has read the foregoing Responses to Plaintiff's First Set of Requests for Production of
16 Documents to Defendant Sierra Entertainment, Inc., knows the contents thereof, and believes the
17 same to be true and correct.

18 By: _____
19 [Printed Name] _____
20 Its: _____

21 PLAINTIFF'S FIRST SET OF REQUESTS FOR
22 PRODUCTION OF DOCUMENTS TO
23 DEFENDANT SIERRA ENTERTAINMENT, INC. -
24
25
26

CERTIFICATION

The undersigned attorney for defendant Sierra Entertainment, Inc., aka Sierra On-Line, Inc., has read the foregoing Plaintiff's First Set of Requests for Production of Documents to Defendant Sierra Entertainment, Inc. and Responses thereto and are in compliance with CR 26(g).

CHRISTENSEN O'CONNOR JOHNSON KINDNESS ^{PLLC}
1420 Fifth Avenue
Suite 2800
Seattle, WA 98101-2347
(206) 682-8100

By: _____

F. Ross Boundy, WSBA #403

Robert J. Carlson, WSBA #18455

Mark P. Walters, WSBA #30819

Attorneys for Defendant SIERRA ENTERTAINMENT, INC.

PLAINTIFF'S FIRST SET OF REQUESTS FOR
PRODUCTION OF DOCUMENTS TO
DEFENDANT SIERRA ENTERTAINMENT, INC. -

12

K:\36063\00014\KJB\KJB_P20BS

PRESTON GATES & ELLIS LLP
925 FOURTH AVENUE
SUITE 2900
SEATTLE, WASHINGTON 98104-1158
TELEPHONE: (206) 623-7580
FACSIMILE: (206) 623-7022

Exhibit D

TO

**Declaration of
Robert J. Carlson**



GET STEAM NOW

FORUMS

SUPPORT

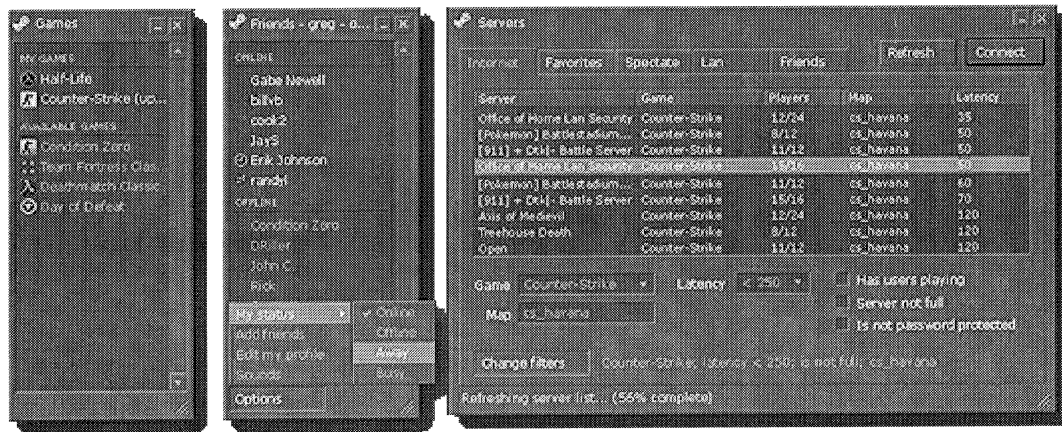
STATUS



BECOME PART OF THE STEAM COMMUNITY

- Play the latest Valve games (like Counter-Strike 1.6 beta!)
- Get automatic updates (no more patching!)
- Chat with friends, even while you play
- Find the best servers & find your friends' games
- Receive Steam-Only special offers

GET STEAM NOW!



WHAT IS STEAM?

Steam is Valve's new way of getting games into your hands ASAP. Games like *Half-Life*, *Counter-Strike*, and *Counter-Strike Condition Zero* are all being made available through Steam.



Steam games are automatically kept up-to-date with the latest content and revisions. Steam also includes an instant-message client which even works while you're in-game.

At its core, Steam is a distributed file system and shared set of technology components that can be implemented into any software application.

Latest News

Counter-Strike 1.6 beta

The latest version of Counter-Strike is available via Steam now! "Would you like a tactical riot shield with that?"

Half-Life 2 Media

Stay tuned for a blast of HL2 full-motion goodness, brought to you very soon via Steam.

Got Bandwidth?

Several partners have already signed up to host content servers. If you've got at least 50megabits/sec to spare, get in touch!.

Welcome to Steam

With Steam, developers are given integrated tools for direct-content publishing, flexible billing, ensured-version control, anti-cheating, anti-piracy, and more. Check out the full feature list, and install Steam today!



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[GET STEAM NOW](#)[FORUMS](#)[SUPPORT](#)[STATUS](#)

FEATURES

WHAT CAN STEAM DO?

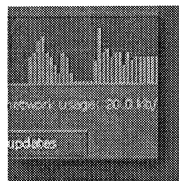
Once you've installed Steam, all of the following features are available on your desktop *and while you're playing Steam games*.

EASY AND FAST ACCESS TO GAMES



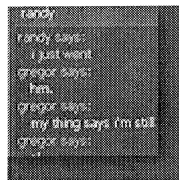
After installing Steam, you'll have instant access to Valve's full library of games. And when you choose one to play, you don't have to wait for the whole thing to download -- you can start playing in a matter of minutes.

AUTOMATIC UPDATES



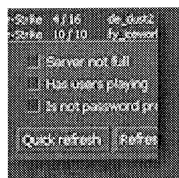
Say goodbye to game patches forever-- they're a thing of the past. Steam will keep all of its games up-to-date for as long as you want to keep playing them. No more hunting for download sites just to get up and running!

INSTANT MESSAGING, EVEN IN GAME



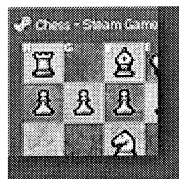
Keep in touch with your buddies through "Friends," Steam's instant-messenger. It even works while you or your friends are playing games -- you don't have to stop playing to communicate.

SERVER BROWSER - FIND YOUR FRIENDS' GAMES



Now it's incredibly easy to find a quality game server -- one that's fast, that's running your favorite game, and even one that has your friends already playing on it.

PARLOR GAMES



Maybe you're dodging your homework. Maybe you're just bored while waiting for another turn in Counter-Strike. Either way -- why not enjoy a nice game of Chess? Or Checkers? Or Go? Or Hearts... Or....

GET STEAM NOW!



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